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February 18, 2014

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: **(NAME CHANGE)** Third Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and Windstream KDL, Inc. f/k/a Kentucky Data Link, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2008-402-C

Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina ("AT&T") and Windstream KDL, Inc. submit to the South Carolina Public Service Commission the sixteenth amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and Windstream KDL, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely,

Nyla M. Laney

cc: James E. McDaniel
1100064

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE**

AND

WINDSTREAM KDL, INC.



Signature: eSigned - S. Lynn HughesSignature: eSigned - William A. BockelmanName: eSigned - S. Lynn Hughes
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Director - Interconnection
(Print or Type)Title: Director
(Print or Type)Date: 14 Feb 2014Date: 14 Feb 2014

Windstream KDL, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T
 ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T
 KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
 AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
 and AT&T TENNESSEE by AT&T Services, Inc., its
 authorized agent

State	ULEC OCN	CLEC OCN
ALABAMA	617E	---
FLORIDA	---	146F
GEORGIA	---	725D
KENTUCKY	---	687B
LOUISIANA	---	201F
MISSISSIPPI	---	162D
NORTH CAROLINA	---	184F
SOUTH CAROLINA	---	186F
TENNESSEE	---	351C

Description	ACNA Code(s)
ACNA(s)	KDL

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA, AND AT&T TENNESSEE
AND
WINDSTREAM KDL, INC.**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, AT&T TENNESSEE (collectively "AT&T SOUTHEAST REGION 9-STATE") and Windstream KDL, Inc. (f/k/a Kentucky Data Link, Inc.), is hereby amended as follows.

WHEREAS, AT&T SOUTHEAST REGION 9-STATE and Kentucky Data Link, Inc. ("Kentucky Data Link, Inc.") are the parties to that certain "Interconnection Agreement" effective as of July 15, 2007 (the "Agreement"); and

WHEREAS, Kentucky Data Link, Inc. has changed its name to "Windstream KDL, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T SOUTHEAST REGION 9-STATE and Windstream KDL, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Kentucky Data Link, Inc." to "Windstream KDL, Inc.".
2. AT&T SOUTHEAST REGION 9-STATE shall reflect that name change from "Kentucky Data Link, Inc." to "Windstream KDL, Inc." only for the main billing account (header card) for each of the accounts previously billed to Kentucky Data Link, Inc. AT&T SOUTHEAST REGION 9-STATE shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T SOUTHEAST REGION 9-STATE's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Windstream KDL, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Kentucky Data Link, Inc. with AT&T SOUTHEAST REGION 9-STATE for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

Once this Amendment is effective, Windstream KDL, Inc. shall operate with AT&T SOUTHEAST REGION 9-STATE under the "Windstream KDL, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Windstream KDL, Inc., and labeling (including re-labeling) equipment and facilities with Windstream KDL, Inc.. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T SOUTHEAST REGION 9-STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T SOUTHEAST REGION 9-STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

For purposes of this Agreement, Section 20 of the General Terms and Conditions of the Agreement is deleted and replaced with the following:

20. Notices

20.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

20.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

20.1.2 delivered by facsimile provided CLEC and/or AT&T-22STATE has provided such information in Section 20.3 below.

20.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 20.3 below.

20.2 Notices will be deemed given as of the earliest of:

20.2.1 the date of actual receipt;

20.2.2 the next Business Day when sent via express delivery service;

20.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

20.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

20.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T-22STATE.

20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Mary Conquest, Sr. Contract Negotiator
STREET ADDRESS	301 N. Main Street, 23 rd Floor
CITY, STATE, ZIP CODE	Greenville, SC 29601
PHONE NUMBER*	(864) 331-8252
FACSIMILE NUMBER	
EMAIL ADDRESS	Mary.Conquest@windstream.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 20.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 20.5 AT&T-22STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective fifteen (15) calendar days following approval by such Commission ("Effective Date").